

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: **Charles Graeser, Jr.**
Amber Graeser

Case No.

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 2135 Carroll Road
Enville, TN 38332

(2) 2135 Carroll Road
Enville, TN 38332

PLAN PAYMENT:

Debtor(1) shall pay \$ 3,827.00 ☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☒ monthly, by:
☐ PAYROLL DEDUCTION **OR (X) DIRECT PAY**
From: _____

Debtor(2) shall pay \$ 0.00 ☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☐ monthly, by:
☐ PAYROLL DEDUCTION **OR () DIRECT PAY**
From: _____

1. THIS PLAN [Rule 3015.1 Notice]:

(A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ☐ YES ☒ NO
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION ☐ YES ☒ NO
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ☐ YES ☒ NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; OR ☒ Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT:

None Paid by: ☐ Debtor(s) directly ☐ Wage Assignment, OR ☐ Trustee to: _____ Monthly Plan Payment: _____
ongoing payment begins _____ \$ _____
Approximate arrearage: _____

5. PRIORITY CLAIMS:

-NONE- Amount _____ \$ _____

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); OR ☒ Paid by Trustee to:

Vanderbilt Mortgage ongoing payment begins November 2017 \$1,496.00
Approximate arrearage: \$4,488.00 Interest _____ \$75.00

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
<u>Navy Federal Credit Union</u>	<u>9,802.00</u>	<u>7.00</u>	<u>\$200.00</u>
<u>Adequate Protection Payment \$50.00</u>			
<u>Navy Federal Credit Union</u>	<u>26,271.00</u>	<u>7.00</u>	<u>\$552.00</u>
<u>Adequate Protection Payment \$138.00</u>			
<u>Navy Federal Credit Union</u>	<u>7,057.00</u>	<u>7.00</u>	<u>\$150.00</u>
<u>Adequate Protection Payment \$38.00</u>			

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. §1325 (a)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
<u>First Heritage</u>	<u>2,397.00</u>	<u>7.00</u>	<u>\$51.00</u>
<u>One Main</u>	<u>9,407.00</u>	<u>7.00</u>	<u>\$198.00</u>
<u>World Acceptance</u>	<u>2,618.00</u>	<u>7.00</u>	<u>\$55.00</u>

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIAL REASONABLE DISPOSAL OF COLLATERAL:

-NONE- Collateral: _____

10. SPECIAL CLASS UNSECURED CLAIMS:

	Amount:	Rate of Interest	Monthly Plan Payment:
-NONE-	_____	_____	\$ _____

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

None ☐ Not provided for **OR** ☐ General unsecured creditor

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):

-NONE-

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$60,764.00

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:

☐ _____ %, OR,
☒ THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:

<u>Aaron's: Appliances</u>	<input checked="" type="checkbox"/>	Assumes	OR	<input type="checkbox"/>	Rejects.
<u>Aaron's: Furniture</u>	<input checked="" type="checkbox"/>	Assumes	OR	<input type="checkbox"/>	Rejects.
<u>Rides to Go: 2003 Honda Pilot. Daughter Drives and Makes Payment.</u>	<input checked="" type="checkbox"/>	Assumes	OR	<input type="checkbox"/>	Rejects.
<u>M & S Rent to own: storage building</u>	X	Assume			

17. COMPLETION: Plan shall be completed upon payment of the above, approximately **60** months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S):

None

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

/s/ Alissa York Gay
Alissa York Gay
Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Date July 25, 2017
ral/rh